

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In Re: Patricia Ann Knight

Case No. 13

Choose a judge.

**CHAPTER 13 PLAN**

Debtor

SSN xxx-xx-2070

SSN xxx-xx-

**18 - 2 3 2 2 1**

**PART 1. DEFINITIONS AND NOTICES**

**1.1 Plan Definitions:** If this is a joint case, use of the term “Debtor” shall also mean Debtors. The term “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure. The term “Form Plan” refers to this court’s Local Chapter 13 Model Plan. The term “Local Rule” shall refer to the Local Rules of Bankruptcy Procedure of the United States Bankruptcy Court for the Southern District of New York. The term “Petition” refers to Debtor’s bankruptcy petition filed with the Court on August 8, 2018. The term “Plan” refers to this chapter 13 plan. The term “Real Property Used as a Principal Residence” includes cooperative apartments. The term “Trustee” shall always refer to the Chapter 13 Standing Trustee for this Court, or the substitute therefor.

**1.2 Debtor must check one box on each line to state whether or not the Plan includes each of the following items. If an item is checked “does,” the Debtor must serve this Plan on any affected party in interest pursuant to Bankruptcy Rule 7004. Failure to serve the Plan pursuant to Bankruptcy Rule 7004 whenever required may render the provision ineffective. If an item is checked as “does not” or if both boxes are checked, the provision will be ineffective if set out later in the Plan.**

In accordance with Bankruptcy Rule 3015.1, this Plan:

- ☒ does / ☐ does not contain any nonstandard provision (See Part 8 herein for any non-standard provision);  
☐ does / ☒ does not limit the amount of a secured claim based on valuation of the collateral for the claim (See Part 3 herein);  
☐ does / ☒ does not avoid a security interest or lien (See Part 3 herein);  
☒ does / ☐ does not request loss mitigation (See Part 8 herein).

**1.3 Notice to Debtor:** This Form Plan sets out options that may be appropriate in some cases, but the presence of an option on the Form Plan does not indicate that the option is appropriate in your circumstances. To be confirmable, this Plan must comply with the Bankruptcy Code, the Bankruptcy Rules, judicial rulings, and the Local Rules.

- ☐ By checking this box, Debtor acknowledges that he/she is not eligible for a discharge pursuant to 11 U.S.C. § 1328(f). [Prior Case number:                      petition date: Click or tap to enter a date.

discharge date in prior case: Click or tap to enter a date.

*If checked, the Debtor shall submit an order denying discharge upon confirmation of the Plan or the Court’s separate determination of the request, whichever is earlier.*

- ☐ This is an Amended or Modified Plan. The reasons for filing this Amended or Modified Plan are:

**1.4 Notice to Creditors:** If you oppose the Plan’s treatment of your claim or any provision of this Plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. This includes objections to valuations of collateral, motions to avoid junior mortgage and judicial liens, and surrender provisions.

Pursuant to Bankruptcy Rule 3015(g), "any determination in the Plan made under [Bankruptcy] Rule 3012 about the amount of a secured claim is binding on the holder of the claim, even if the holder files a contrary proof of claim or the Debtor schedules that claim [differently], and regardless of whether an objection to the claim has been filed."

This Plan shall be binding upon its confirmation. You should read this Plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one who practices bankruptcy law.

The Bankruptcy Court may confirm this Plan without further notice if no objection is filed. *See* Bankruptcy Rule 3015.

## PART 2: PLAN PAYMENTS AND DURATION

**2.1** The Debtor's future earnings are submitted as provided in the Plan to the supervision and control of the Trustee. Debtor will make the first Plan payment no later than thirty (30) days after the date the Petition was filed. The Debtor shall make [ 60 ] monthly payments to the Trustee as follows:

Amount	How Many Months?
\$145.35	60
\$	
\$	

☒ Debtor's annual commitment period is 36 months and Debtor moves to extend to 60 months for the following reasons: *(check all that apply)*

☐ Debtor is not able to propose a feasible plan in a period of less than 60 months. Debtor's proposed monthly payment will constitute an affordable budget that the Debtor will be able to maintain.

☒ Payments greater than that proposed by this Plan for 60 months would create an economic hardship for the Debtor.

☒ Creditors will not be prejudiced by this application for extension of Debtor's Plan payments from 36 to 60 months.

## 2.2 Regular payments

Regular Plan payments to the Trustee will be made from future income in the following manner:

*Check all that apply*

☒ Debtor will make payments directly to the Trustee.

☐ Debtor will make payments through any entity from whom the Debtor receives income, pursuant to a payroll deduction order 11 U.S.C. § 1325(c). Upon checking the box for a payroll deduction order, Debtor *shall submit to the Court a separate order* directing Debtor's employer to deduct the Plan payments from Debtor's wages. Debtor also agrees to notify the Trustee immediately upon change or termination of employment.

☐ Non-Debtor contributor will make the following monthly payments to the debtor, who will send payment to the Trustee:

Amount	How Many Months?
\$	
\$	
\$	

## 2.3 Income Tax Refunds

All future tax refunds in excess of \$1500 per individual Debtor (less any cash exemptions in the Plan's first year, if applicable) shall be paid to the Trustee for the duration of the Plan. The Debtor shall provide the Trustee with all income tax returns through the full performance of the Plan.

## 2.4 Irregular Payments *Check one.*

☒ None. If "None" is checked, the rest of subsection 2.4 need not be completed or reproduced.

☐ Debtor will make irregular payment(s) to the Trustee from other sources, as specified below.

Source	Estimated Amount	Date of Payment (Anticipated)
	\$	Click or tap to enter a date.
	\$	Click or tap to enter a date.

## 2.5 Payment Terms

The Debtor will pay the amounts payable to the Trustee by electronic transfer of funds or bank check, certified check, teller's check, or money order sent directly to the Chapter 13 Trustee. See <http://www.access13.com/site/>

### PART 3: TREATMENT OF SECURED CLAIMS

**3.1 Definitions:** For the purposes of this subsection, any reference to the term "Secured Creditor" means lienholder mortgagees, a creditor whose interest is secured by a mortgage on Debtor's real property, including Real Property Used as a Principal Residence; a holder and/or authorized servicer of a claim secured by a lien, mortgage and/or deed of trust; and/or any other similarly situated creditor, servicing agent and/or their assigns. The term "Lien" shall include references to mortgages, liens, deeds of trust and any other similarly situated interests in the Debtor's real or personal property. The term "Prepetition Arrearages" shall refer to an outstanding monetary default with respect to, or that gave rise to, a Lien prior to the Petition date. The term "Post-Petition Payment" means payment that first becomes due and payable by the Debtor to the Secured Creditor after the filing of the Petition.

### 3.2 Maintenance of payments and cure of default, if any.

Check one.

☐ None

☒ The Debtor will maintain the current contractual installment payments on the secured claims listed below with any changes required by the applicable contract and noticed in conformity with applicable rules. These payments will be disbursed directly by the Debtor. The Debtor shall keep a complete record of all Debtor's payments under the Plan. However, any existing Prepetition arrearage on a timely filed secured claim will be paid in full through disbursements by the Trustee, with interest, if any, at the rate stated below. Confirmation of this Plan shall impose an affirmative duty on the Secured Creditor and Debtor to do all the following as ordered:

#### (a) Post-Petition Payments.

Debtor shall pay the following Post-Petition payments directly to the Secured Creditor listed below during the pendency of the Plan:

Secured Creditor & Property Description	Payment Amount	Payment Timing	Address Where Post Petition Payments Will be Sent
BSI Financial Services	\$2523.75	monthly	314 S Franklin Street Titusville PA 16354
Reginal Acceptance Corp	\$415.00	Monthly	266 Beacon Drive Winterville NC 28590
	\$		

#### (b) Prepetition Arrearages.

(i) For purposes of this Plan, Prepetition Arrearages shall include all sums included in the allowed secured claim and shall have a "0" balance upon entry of the discharge order in this case. In the event that a Secured Creditor listed in this section fails to timely file a proof of claim in this case, the Debtor may file a claim on the Secured Creditor's behalf, pursuant to 11 U.S.C. § 501(c), before the applicable bar date.

(ii) No interest will be paid on Prepetition Arrearages unless otherwise stated herein.

(iii) Payments made by the Trustee on Debtor's Prepetition Arrearages shall be applied only to those Prepetition Arrearages and not to any other amount owed by Debtor to the Secured Creditor.

(iv) Information Regarding Prepetition Arrearages:

Secured Creditor	Property Description	Property Address	Value of Collateral	Valuation Method	PrePetition Arrearage Amount	Arrearage Owed as of Date
NA			\$		\$	Click or tap to enter a date.
			\$		\$	Click or tap to enter a date.

(v) If the Trustee pays the amount(s) specified in Part 3.2(b) (iv) (above), and the Debtor makes all required Post-Petition Payments as specified in Part 3.2(a), any default with respect to a Lien, including a

Lien on Real Property Used as a Principal Residence will be cured, extinguishing any right of the Secured Creditor to recover any amount alleged to have arisen prior to the filing of Debtor's Petition.

**(c) Adequate Protection.**

If applicable, adequate protection of a Secured Creditor's interest in property shall be provided as follows:  
*[describe and provide the basis for calculation, or state not applicable]*

Any such payments shall be applied by the Secured Creditor to its allowed secured claim.

**(d) Return and/or Reallocation of Distribution Payment Made to Secured Creditor.**

If a Secured Creditor withdraws its claim, the sum allocated herein towards the payment of the Secured Creditor's claim shall be distributed by the Trustee to Debtor's remaining creditors, as provided herein. If the Secured Creditor has received monies from the Trustee (Distribution Payment) and returns those monies to the Trustee, the monies returned shall be distributed to the Debtor's remaining creditors, as provided herein. If this Plan repays creditors in full, then such returned monies will be paid to the Debtor.

**3.3 Surrender**

*Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004.*

☒ None.

☐ Debtor surrenders the following property and upon confirmation of this Plan or as otherwise ordered by the Court, bankruptcy stays are lifted for all purposes as to the collateral to be surrendered. Every Secured Creditor with a Lien on surrendered property shall file a deficiency claim within 60 days of notice of such surrender if it disagrees with the Plan's statement of the deficiency claim below. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 6 below.

**(a) If the property being surrendered is real property located in New York State, check one of the following boxes.**

Upon confirmation, Debtor intends to:

(i) ☐ Cease making payments to the Claimant and continue residing at the Property until a court orders Debtor to vacate

(ii) ☐ Vacate the premises and make Claimant liable for all maintenance on the Property, pursuant to New York RPAPL §1308.

Claimant	Property to be Surrendered	Creditor holding senior lien; or otherwise identify by interest	Value of Collateral	Amount of Deficiency Claim to be Paid as Unsecured
			\$	\$
			\$	\$
			\$	\$

**3.4 Wholly unsecured Liens**

*Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004.*

☒ None.

☐ Debtor requests that the Court value the collateral in the amount listed below, avoid the following Liens as wholly unsecured, and reclassify any timely claim filed as unsecured. As stated in Bankruptcy Rule 3012(c): "Request to determine amount of government's secured claim must be by motion or in a claim objection after the government files a proof of claim or after the time for filing a claim expires." *Attach appraisal of property to this Plan. The Debtor shall submit an order avoiding the Lien upon confirmation of the Plan or the Court's separate determination of the request whichever is earlier.*

Creditor Name	Collateral Description	Collateral Value	Lien Identification	Amount of Senior Lien(s)
		\$		\$

		\$		\$
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**3.5 Request for valuation of security/Bifurcation of Liens** *[Not applicable to Real Property Used as a Principal Residence or property listed under Section 3.6 of this Plan]. Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004. As stated in Bankruptcy Rule 3012(c): "Request to determine amount of government's secured claim must be by motion or in a claim objection after the government files a proof of claim or after the time for filing a claim expires."*

☒ None.

☐ The Debtor requests that the court determine the value of the secured claims listed below. The portion of any allowed claim that exceeds the amount of the collateral securing the claim will be treated as an unsecured claim under Part 6 of this Plan. The holder of any claim listed below as having value in the column headed "Amount of secured claim" (a) will retain its Lien on the property of the estate until such time as the earlier of (i) payment in full, or (ii) the Plan is performed; and (b) will retain its Lien on non-estate property. *Attach appraisal of property as an exhibit to this Plan. The Debtor shall submit an order voiding the Lien upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier.*

Creditor Name, Property Address, & Description	Amount of Senior Liens After Value of Collateral	Value of Collateral	Debt Amount Outstanding	Amount Secured Claims	At interest rate	Trustee shall pay arrearages in Amount
	\$	\$	\$	\$	%	\$
	\$	\$	\$	\$	%	\$
	\$	\$	\$	\$	%	\$
	\$	\$	\$	\$	%	\$

### 3.6 Secured Claims excluded from 11 U.S.C. § 506

Check one.

☒ None.

☐ The claims listed below were either: (1) incurred within 910 days before the Petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor; or (2) incurred within 1 year of the Petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the Plan with interest at the rate stated below. These payments will be disbursed either by the Trustee or directly by the Debtor, as specified below. The final column indicates payments to be disbursed only by the Trustee rather than by the Debtor.

Creditor Name	Collateral	Claim Amount	Monthly Plan Payment	Interest Rate	Payment Disbursed by Trustee or Debtor	Total Payment by Trustee
		\$	\$	%	Choose an item.	\$
		\$	\$	%	Choose an item.	\$
		\$	\$	%	Choose an item.	\$
		\$	\$	%	Choose an item.	\$

### 3.7 Judicial Lien Avoidance

Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004.

☐ None.

☒ Entire Lien is avoided. Any timely filed claim by Claimant shall be an unsecured claim in the amount of

\$ 6,510.95

☐ A portion of the Lien is avoided. Any timely filed claim of Claimant shall be a secured claim in the amount of \$ at interest rate of % and an unsecured claim in the amount of \$ .

**Calculation of Lien Avoidance**

Claimant Name	Collateral	Value of Debtor Interest in Property (attach appraisal as exhibit to this Plan)	Nature of Exemption	Value of Exemption Claimed on Schedule C	Lien Identification	Amount of all Liens with Priority over this Lien	Remaining Equity Securing Lien
NYS Thruway Authority	20 Maple Ave	\$568964.00	rule 7004	\$0.00	Judgement	\$603087.00	\$0.00
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$

**The Debtor shall submit an order voiding the Lien upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier.**

[http://www.nysb.uscourts.gov/sites/default/files/522\\_f\\_formorder.docx](http://www.nysb.uscourts.gov/sites/default/files/522_f_formorder.docx)

**3.8 Miscellaneous Provisions**

(i) Secured Creditors with a security interest in the Real Property Used as a Principal Residence shall comply with all provisions of Bankruptcy Rule 3002.1.

(ii) If relief from the automatic stay is ordered as to any item of collateral listed in this Part, then, unless otherwise ordered by the Court, all timely filed secured claims based on a Lien on that collateral will no longer be treated by the Plan and all payments under this Part of the Plan on such secured claims shall cease.

**PART 4 TREATMENT OF FEES AND PRIORITY CLAIMS**

**4.1 General**

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in subsection 4.5, will be paid in full without post-Petition interest.

**4.2 Trustee's fees**

Trustee's fees will be no more than 10% of Plan payments.

**4.3 Attorney's fees**

Counsel for the Debtor has received a Prepetition flat fee to be applied against fees and costs incurred. Fees and costs exceeding the flat fee shall be paid from funds held by the Trustee as an administrative expense after application to and approval by the Court, pursuant to 11 U.S.C. § 330(a)(4) and Bankruptcy Rule 2016.

Total Amount of flat fee charged: \$ (subject to review under 11 U.S.C § 329).

Amount of flat fee paid Prepetition: \$

Remainder of flat fee to be paid through Plan, if any: \$

#### 4.4 Unsecured Domestic Support Obligations.

Debtor shall remain current on all such obligations that come due after filing the Petition. Unpaid obligations incurred before the Petition date are to be cured by the following Plan payments.

Creditor Status (e.g. child, spouse, former spouse, domestic partner)	PrePetition Arrearages
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

#### 4.5 Other Unsecured Priority Claims, including Unsecured Tax Claims.

Creditor Name	Type of Priority Debt	PrePetition Arrearages	Interest Rate
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

### PART 5 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Pursuant to 11 U.S.C. § 1322(b), Debtor assumes or rejects the following unexpired lease(s) or executory contract(s). For any assumed executory contract or unexpired lease with an arrearage to cure, the arrearage will be cured in the Plan with regular monthly payments to be paid directly to the contract party by the Debtor. The cure amount will be as set forth below, unless an objection to such amount is filed, by the date to object to confirmation to the Plan, in which event, the cure amount shall be fixed by the Court. *If the Plan provides for the assumption or rejection of a contract or unexpired lease, it must be served on the other party to the agreement under Bankruptcy Rule 7004.*

#### 5.1 Assumed

Creditor Name	Address & Property Description	Cure Amount	Cure Calculated Through Date
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.

#### 5.2 Rejected

Creditor Name	Address & Property Description	Arrearage Amount	Arrearage Through Date
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.

#### 5.3 Post-Petition Payments for Assumed Executory Contracts and Unexpired Leases.

Debtor shall make the following Post-Petition Payments directly to the Creditor:

Creditor Name	Address & Property Description	Payment Amount	Payment Timing
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

#### PART 6 NONPRIORITY, UNSECURED CLAIMS

**6.1** Allowed nonpriority, unsecured claims shall be paid *pro rata* from the balance of payments made under this Plan.

**6.2** Separately classified nonpriority unsecured claims

Check one.

- ☐ None.
- ☐ The nonpriority unsecured allowed claims listed below are separately classified and will be treated as follows:

Creditor Name	Basis for separate classification and treatment	Amount to be paid on the claim	Current Installment Payment
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

#### PART 7 MISCELLANEOUS

Debtor must comply with all the applicable requirements of the Bankruptcy Code and Bankruptcy Rules, including, but not limited to, those found in 11 U.S.C. § 521 and Bankruptcy Rules 2015 and 4002, where applicable. This includes a duty to file tax returns and, in certain circumstances, operating reports. Additional information that is useful for filling out this Plan, serving the Plan, and completing the chapter 13 process is available here: <http://www.nysb.uscourts.gov/chapter-13-plan-information>

#### PART 8 LOSS MITIGATION AND NONSTANDARD PROVISIONS

**8.1** Any nonstandard provision must be entered here. If this Part conflicts with any earlier Part except Part 1.2, this Part controls.

##### 8.2 Loss Mitigation:

☒ By checking this box and completing this section, the Debtor requests loss mitigation pursuant to Local Rule 9019-2, which governs a court-ordered loss mitigation program, pursuant to which parties may deal with issues such as a loan modification, loan refinance, short sale, or surrender in full satisfaction, concerning the Debtor's Real Property Used as a Principal Residence. *[Identify the property, loan and creditor for which you are requesting loss mitigation]*  
20 Maple Ave West Nyack NY 10994 for the loan ending in 2949 and creditor the Officer or the President of BSI Financial Services 314 S Franklin Street Titusville PA 16354

The Debtor estimates the value of the Real Property used as Principal Residence to be \$568,964.00

The Debtor hereby permits the Secured Creditor(s) listed above to contact (check all that apply):

- ☒ The Debtor directly.
- ☐ Debtor's bankruptcy counsel.
- ☐ Other:

Debtor is not required to dismiss this bankruptcy Petition during the loss mitigation discussions. *The Debtor*



shall submit an order granting loss mitigation if no objections are received within the requisite notice period.

See <http://www.nysb.uscourts.gov/loss-mitigation> and <http://www.nysb.uscourts.gov/sites/default/files/ch13DebtorInstructions.pdf>

### 8.3 Sale and Credit Bidding of Real Property.

☐ By checking this box, Debtor intends to sell Real Property having an address of Address of Property to be Sold pursuant to 11 U.S.C. § 363(b). The Real Property is subject to a secured claim held by Name of Creditor to this Plan is the contract of sale, in which Name of Buyer has agreed to pay \$ for the collateral. Attach as an exhibit to the Plan the sale contract and any evidence supporting request for relief under 11 U.S.C. § 363(f) and/or (m). Pursuant to 11 U.S.C. § 363(k), the Secured Creditor, Name of Creditor may assert its right to credit bid as part of a timely objection to confirmation and submit a higher and better offer by a time set by the Court. Debtor shall attach an affidavit containing all facts necessary for Court to approve the sale and should be prepared to address the requirements of 11 U.S.C. § 363 at the confirmation hearing. The Debtor shall submit an order approving sale upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier.

### 8.4 Surrender in Full Satisfaction

☐ By checking this box, Debtor surrenders the following property in full satisfaction of the Secured Creditor's debt. Attach appraisal or other evidence of the property's value as an exhibit to this Plan.

Property to be surrendered	To whom the property will be surrendered

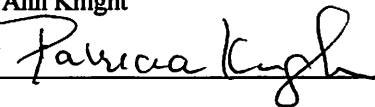
### 8.5 Surrender and Vesting

☐ By checking this box, title to any collateral surrendered in this Plan automatically vests in the Name of Secured Creditor upon confirmation and the lifting of the automatic stay. Creditor has 60 days from the date of such order to file a deficiency claim. The Debtor shall submit an order surrendering the collateral and vesting title in the creditor upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier.

### 8.6 Additional Non-Standard Provisions

## PART 9 DEBTOR'S SIGNATURE

Dated: August 8, 2018, New York

Patricia Ann Knight Debtor 	Joint Debtor
20 Maple Ave West Nyack NY 10994 Debtor Address	Joint Debtor Address

## PART 10 DEBTOR'S ATTORNEY'S SIGNATURE

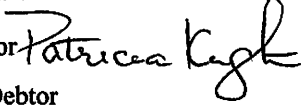
Attorney for Debtor	Click or tap to enter a date. Date
---------------------	---------------------------------------

Firm Name Patricia Ann Knight Pro Se Debtor  
Attorney Street Address 20 Maple Ave  
Attorney City, State Zip Code West Nyack NY 10994

Attorney Telephone 845-709-4359  
Attorney Email

## PART 11 CERTIFICATION

I, the undersigned attorney for the Debtor or Pro se Debtor, hereby certify that the foregoing Plan conforms to the pre-approved Form Plan pursuant to Local Rule 3015-1 of the United States Bankruptcy Court for the Southern District of New York and contains no nonstandard provisions other than those set out in Part 8.

Patricia Ann Knight Pro Se Debtor  Attorney for Debtor or Pro Se Debtor	8/8/2018 Date
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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

18 - 2 3 2 2 1

-----X  
In re:

Patricia Ann Knight

Chapter 13

Case No. \_\_\_\_\_ - \_\_\_\_\_ (\_\_\_\_\_)

Debtor(s).  
-----X

**LOSS MITIGATION REQUEST – BY THE DEBTOR**

I am a Debtor<sup>1</sup> in this case. I hereby request Loss Mitigation with respect to [Identify the Property, Loan ending in 2949 The property Located at 20 Maple Ave. West Nyack NY 10994 with the creditor of the Officer or the President of BSI Financial Services 314 S Franklin Street Titusville PA 16354]

**SIGNATURE**

I have reviewed the Loss Mitigation Program Procedures, and I understand that if the Court orders Loss Mitigation in this case, I will be bound by the Loss Mitigation Program Procedures. I agree to comply with the Loss Mitigation Program Procedures, and I will participate in Loss Mitigation in good faith. I understand that Loss Mitigation is voluntary for all parties, and that I am not required to enter into any agreement or settlement with any other party as part of this Loss Mitigation. I also understand that no other party is required to enter into any agreement or settlement with me. I understand that **I am not required to request dismissal of this case** as part of any resolution or settlement that is offered or agreed to during the Loss Mitigation period.

The Debtor hereby permits the Creditor listed above to contact (check all that apply):

- ☒ The Debtor directly.  
☐ Debtor's bankruptcy counsel.  
☐ Other: \_\_\_\_\_.

Sign: Patricia Knight

Date: August 08, 2018

Print Name: Patricia Ann Knight

Telephone Number: 845-709-4359

E-mail address (if any): \_\_\_\_\_

<sup>1</sup> Unless otherwise provided herein, all capitalized terms are defined in the Southern District of New York's Loss Mitigation Program Procedures. The Loss Mitigation Program Procedures' definition of "Debtor" includes joint debtors.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
In re:

Patricia Ann Knight

Debtor(s).

Case No.

(RDD)

Chapter 13  
-----X

**LOSS-MITIGATION ORDER**

A Loss Mitigation Request<sup>1</sup> was filed by the

☒ Debtor on *[Date]* August 08, 2018;

☐ Creditor on *[Date]* \_\_\_\_\_, 20\_\_;

☐ The Court raised the possibility of Loss Mitigation on *[Date]* \_\_\_\_\_, 20\_\_.

Pursuant to the Loss Mitigation Program Procedures, the parties have had notice and an opportunity to object. Upon the foregoing, it is hereby

**ORDERED**, that the following parties (collectively, the “Loss Mitigation Parties”) are directed to participate in Loss Mitigation on Loan ending in *[last four (4) digits of Loan account number]*: Loan ending in 2949

1. The Debtor, Patricia Ann Knight; and

2. The Creditor, The Officer or the president of BSI Financial Services 314 S Franklin Street Titusville PA 16354 with respect to 20 Maple Ave West Nyack NY 10994.

**ORDERED**, that the Loss Mitigation Parties shall comply with the Southern District of New York Loss Mitigation Program Procedures; and it is further

**ORDERED**, that the Loss Mitigation Parties shall observe the following deadlines:

**1. Within 7 days of the entry of this Order:**

- **Service of this Order:** The Loss Mitigation Party seeking Loss Mitigation shall serve this Order upon the other Loss Mitigation Parties and any additional

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<sup>1</sup> Unless otherwise provided herein, all capitalized terms are defined in the Southern District of New York’s Loss Mitigation Program Procedures.

parties that were served with the Loss Mitigation Request. Upon service of this Order, an affidavit of service shall be filed with the Court.

**2. Within 7 days of the service of the Loss Mitigation Order:**

- **Designation of Contact Persons:** Each Loss Mitigation Party shall designate contact persons and disclose contact information, unless this information has been previously provided. As part of this obligation, the Creditor shall furnish each Loss Mitigation Party with written notice of the name, address and direct telephone number of the person who has full settlement authority on the loan in question as well as the attorney or law firm representing the Creditor in the Loss Mitigation; and
- **Creditor Loss Mitigation Affidavit:** The Creditor shall serve upon the Debtor and Debtor's attorney a request for information using the "*Creditor Loss Mitigation Affidavit*"<sup>2</sup> form and shall file the "*Creditor Loss Mitigation Affidavit*" form and proof of service of same on the Court's Electronic Case Filing System (ECF). The Creditor may designate its contact and attorney in the "*Creditor Loss Mitigation Affidavit*."

**3. Within 14 days of the service of the Creditor Loss Mitigation Affidavit:**

- **Debtor Loss Mitigation Affidavit:** The Debtor shall serve upon the Creditor all documents requested in a response to Creditor's request for information using the "*Debtor Loss Mitigation Affidavit*" and Debtor shall file proof of service of said documents using the "*Debtor Loss Mitigation Affidavit*" on ECF. All documents shall be sent in one complete package and served upon the Creditor's designated contact person and the Creditor's attorney.

**4. Within 21 days of the service of the Debtor Loss Mitigation Affidavit:**

- **Conference Call:** The Loss Mitigation Parties and their attorneys shall participate in a conference call to discuss the status of Loss Mitigation.
- **Second Creditor Loss Mitigation Affidavit (if any):** The Creditor shall file on ECF and serve upon the Debtor and Debtor's counsel a second "*Creditor Loss Mitigation Affidavit*" setting forth any additional financial documents required from the debtor(s), including, if applicable, a detailed description of any inconsistencies found by the Creditor in the Debtor's documents that requires further clarification and the clarification required, together with an affidavit of service for same. **Failure to timely file the "*Creditor Loss*"**

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<sup>2</sup> Italicized words in quotations indicate that there is a form by the same name on the Bankruptcy Court's website. These forms shall be used whenever applicable.

**Mitigation Affidavit” requesting additional documents or explanations of inconsistencies, if any, may result in the Creditor waiving its right to obtain addition financial information from the Debtor and said Creditor may be required to accept the Debtor’s representations regarding income or other financial matters;**

**5. Within 14 days of the service of the Second Creditor Loss Mitigation Affidavit:**

- **Second Debtor Loss Mitigation Affidavit (if any):** The Debtor shall provide any requested information to the Creditor and file on ECF a second “*Debtor Loss Mitigation Affidavit*” demonstrating service of same upon the Creditor.

**6. Within 60 days of the service of the Loss Mitigation Order:**

- **Second Conference Call:** The Loss Mitigation Parties and their attorneys shall participate in a second conference call if any documents remain outstanding.
- **Status Report:** The Loss Mitigation Parties shall file a status report in the form of a letter evidencing compliance with this Order and updating the Court on the status of the Loss Mitigation and summarizing the conference call.

**7. Within 75 days of service of the Loss Mitigation Order:**

- **Status Conference:** An first status conference shall be held in this case on *[confirm with Clerk’s Office date within 75 days of the service of this Order]* September 26, 2018 at 10:00 AM at the United States Bankruptcy Court located at 300 Quarropas St., White Plains, NY 10601 (the “Initial Status Conference”). The Loss Mitigation Parties shall appear at the Status Conference and provide the Court with a verbal Status Report. *The Initial Status Conference cannot be adjourned without permission of the Court and consent of the other Loss Mitigation Parties.*
  - If the Debtor has failed to provide any and all of the requested documents prior to the Initial Status Conference, *the Debtor shall appear* at the Initial Status Conference *with said documents* or be prepared to testify as to why the Debtor has failed to provide them.
  - Should Debtor fail to provide to the Creditor all requested documentation as required by the Creditor’s First and/or Second Loss Mitigation Affidavits by the Initial Status Conference, the Creditor may seek termination of Loss Mitigation at the Initial Status Conference, provided that the Creditor files a “*Request to Terminate Loss Mitigation*” at least seven (7) days prior to the Initial Status Conference in accordance with the Loss Mitigation Program Procedures.

- At the Initial Status Conference, the Court may consider a Settlement reached by the Loss Mitigation Parties, or may adjourn the Initial Status Conference, as necessary.

**8. Within 30 days of the Initial Status Conference:**

- **Creditor Status Report:** The Creditor shall file a status report indicating whether or not the Debtor is entitled to a loan modification. If a modification is offered, this status report shall set forth the terms and conditions thereof. If no determination has been made upon this loan, the status report shall include the name and phone number of the underwriter reviewing the file and the exact level of review of the loan. Failure to do so may result in the Court scheduling a date for Creditor, by a representative of same with full settlement and negotiation authority, to appear before it to explain why it has not provided to the Debtor with such information.
- **Appearance of Bank Representative:** Should a representative of the Creditor be required to appear at any time during the Loss Mitigation, the Creditor shall file a letter designating the agent appearing before the Court upon ECF.

And it is further

**ORDERED**, that any matters that are currently pending between the Loss Mitigation Parties may be adjourned by the Court to the date of the Initial Status Conference to the extent those matters concern (1) relief from the automatic stay, (2) objection to the allowance of a proof of claim, (3) reduction, reclassification or avoidance of a lien, (4) valuation of a Loan or Property, (5) objection to confirmation of a plan of reorganization; or (6) any other matter so scheduled by the Court.

**ORDERED** that in a chapter 7 case, the entry of this Order automatically defers the entry of an order granting the Debtor's discharge until one day after an "*Order Terminating Loss Mitigation and Final Report*" is filed pursuant to Federal Rule of Bankruptcy Procedure 4004(c)(2). The time to object to the Debtor's discharge or the dischargeability of a debt is **NOT** extended by this Order; and it is further

**ORDERED**, that the time for each Creditor that is a Loss Mitigation Party in this case to file an objection to a plan of reorganization shall be extended until 14 days after the filing of an "*Order Terminating Loss Mitigation and Final Report*."

Dated: White Plains, New York

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United States Bankruptcy Judge